

# General conditions

## 1. General

These subscription conditions regulate the agreement relationship between Viewserve AB ('Viewserve') and the Heartbeat Client - Viewserve's basic subscription as well as updates with positioning service and the supply of hardware.

Viewserve's messaging to Clients that is not client specific but concern operation, upgrades, delivery problems, planned operation stops or similar, will occur on the website [www.viewserve.com](http://www.viewserve.com). The Client will handle the installation self with simple instructions from Viewserve. Viewserve can handle the installation through a separate agreement.

## 2. License period and cancellation

The agreement shall be considered made when the Client orders the service from Viewserve. The subscription is active when the hardware has been delivered to the Clients address according to the order/order form or other communication with Viewserve.

All year subscription

If nothing else is agreed the subscription will run open-ended with a certain license period, which is 6 months from the start of delivery. If the Client does not cancel three (3) months before one of these license periods ends, a new license period will automatically start and the subscription will be extended with the subscription conditions valid at the time, which can be found on Viewserve's homepage [www.viewserve.com](http://www.viewserve.com). It is up to the Client to acknowledge the conditions valid at each time.

Winter season subscription

If nothing else is agreed the subscription will run one license period (season) at the time. A season is 16<sup>th</sup> September to 15<sup>th</sup> May if not otherwise agreed in writing. If the Client does not cancel by June 30 a new license period (season) will automatically start in November the same year and the subscription will be extended with the subscription conditions valid at the time, which can be found on Viewserve's homepage [www.viewserve.com](http://www.viewserve.com). It is up to the Client to acknowledge the conditions valid at each time.

Cancellation shall be made by mail and be signed by Client. Letter shall be sent to Viewserve AB, Elektronvägen 1, 141 49 Huddinge, Sweden. To not pay an invoice shall not be considered a cancellation, though Viewserve holds the right to not supply its services to a Client who has not paid invoiced and/or expired subscription cost. A cancellation in service delivery from Viewserve does not give the Client the right not to compensate for expired or agreed invoices or accrued costs based on delivered or agreed on services from Viewserve during the license period.

## 3. Subscription fees

Payment is paid to Viewserve at the valid and agreed subscription fee at each time. Viewserve holds the right to invoice the subscription fee to the Client quarterly in advance. Payment will

be made against invoice. Payment shall be made within 30 days of the invoice date. Client shall immediately notify Viewserve about errors on the invoice. At a late payment an interest of overdue payment of 2% is charged per month from the date of expiration, reminder fees by law and if occurring collection fees. The Client shall notify Viewserve of a change of address by mail. Invoices will be sent to the invoicing address stated by the Client.

#### **4. Ownership rights of provided hardware at subscription**

To be able to use the service the Client receives hardware from Viewserve. This hardware belongs to Viewserve and is made available as a mean to provide the service the Client ordered and is provided to the Client by right of disposal. The Client may not modify, interfere with or through any other conscious or negligent treatment expose the hardware to treatment that can cause damage or loss of the same. Client does not have the right to transfer, license, sell or in any other way let the hardware transfer to a third part without Viewserve's written consent. The Client does not have the right through disassembling do any reverse engineering, decompilation or in any other way change or adjust the hardware or its software in order to affect its functionality, collect data or in any other way use the hardware other than according to the directions or approval from Viewserve. The Client has to follow Viewserve's assembly instructions. The Client may dispose over the hardware according to the Clients' needs and purpose of Viewserve's services. Should the Client have a question about the hardware the Client is advised to contact Viewserve on advice for handing and care. If the hardware is lost or damaged due to reasons not depending on the Client's wrongful or careless handling, the Client will get a new hardware in return for the damaged one.

#### **5. Secrecy policy**

Information that Viewserve receives from the Client is classified as secret and no such information is revealed to anyone other than the Client. The information is delivered to the Client in such a way and extent the Client has agreed upon with Viewserve. Viewserve does not have the right to use client-specific information in any other purpose than to provide information to the Client, as well as verifying its services and be a tool for the Viewserve's service development. Storage of Client data not older than 12 months is included in the subscription. Clients requiring storage of data older than 12 months shall have a separate storage agreement with Viewserve. After termination of the subscription, data is stored one (1) month.

#### **6. Limitations of the parties responsibility**

The parties' responsibility for damage is limited to the Client's subscription cost for a 12-month period, from the day the subscription agreement took effect. Possible damages do not include indirect damage or loss in the Clients business. Viewserve is not responsible for any inconvenience, damage or loss depending on circumstances out of Viewserve's control or that Viewserve could not influence or predict. Relieving circumstances can be: accidents, war, riots, weather, labor market conflicts (whether or not it includes Viewserve's personnel), errors in the operator's network and actions or refraining from the government's or any other outsider's side.

#### **7. Termination of subscription**

Viewserve reserves the right to immediately shut down a subscription and annul the agreement and send a final invoice to the Client if the Client has used the subscription or the hardware in an inappropriate way. The same applies if the Client has not paid the invoice in spite of reminders. Viewserve reserves the right to receive the hardware back that Viewserve sent the Client at the request from Viewserve. Should this hardware be damaged due to abuse or negligence, Viewserve owns the right to demand the costs for hardware or damaged components be covered by the Client.

## **8. Changes in service and fees**

Viewserve reserves the right with immediate effect make changes to services or fees that can be attributed to a change in taxes, governmental duties, laws, currencies or similar conditions beyond the control of Viewserve which directly affect the services and/or their costs. Viewserve reserves the right to make these changes of services that do not affect the contents of the services, without notifying the Client. At major changes of the services or increases of the fees, the Client shall be suitably notified at least 45 days before the changes occur. The Client then holds the right to cancel the agreement according to paragraph 2. Lowering of costs does not need to be announced.

## **9. Copyright**

Viewserve's software is protected by Swedish and international copyright laws. The hardware and software that can be acquired by a Client from Viewserve is owned by Viewserve and licensed to the Client according to the conditions in this agreement. The Client does not have the right to transfer hardware, software or subscription without a written authorization from Viewserve.

## **10. Disputes**

Disputes concerning this shall be settled in Swedish Court according to Swedish law. The Stockholm district court shall constitute the first authority.